

4-26-2011

# Bishop v. Owens Augmentation Record Dckt. 37992

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# In the Supreme Court of the State of Idaho

LOIS M. BISHOP, personal representative of  
PATRICIA J. SHELTON, deceased,

Plaintiff-Respondent,

v.

R. BRUCE OWENS and JANE DOE  
OWENS, husband and wife, and the marital  
community composed thereof; OWENS &  
CRANDALL, PLLC, a limited liability  
company operating in the State of Idaho; R.  
BRUCE OWENS and JEFFREY J.  
CRANDALL, individually, and in their  
capacities as principals, managers, agents,  
partners, representatives, and employees of  
OWENS & CRANDALL, PLLC,

Defendants-Appellants,

OWENS & CRANDALL, PLLC,

Third-Party Plaintiff,

v.

IDAHO STATE INSURANCE FUND,

Third-Party Defendant,

A MOTION TO SUPPLEMENT THE RECORD AND TO AMEND AND SUPPLEMENT  
RESPONDENT'S BRIEF was filed by counsel for Respondent on March 30, 2011. Thereafter,  
APPELLANTS' RESPONSE TO RESPONDENT'S MOTION TO AUGMENT THE RECORD  
AND SUPPLEMENT RESPONDENT'S BRIEF was filed by counsel for Appellants on April 15,  
2011. Therefore, good cause appearing,

ORDER GRANTING MOTION TO SUPPLEMENT THE RECORD AND DENYING MOTION  
TO SUPPLEMENT RESPONDENT'S BRIEF - Docket No. 37992-2010

ORDER GRANTING MOTION TO  
SUPPLEMENT THE RECORD AND  
DENYING MOTION TO SUPPLEMENT  
RESPONDENT'S BRIEF

Supreme Court Docket No. 37992-2010  
Kootenai County No. 2009-3597

Ref. No. 11-203

LAW CLERK

IT HEREBY IS ORDERED that Respondent's MOTION TO SUPPLEMENT THE  
RECORD be, and hereby is, GRANTED and the augmentation record shall include the documents  
listed below, copies of which accompanied this Motion:

1. Contingent Fee Contract dated December 25, 2007.

IT FURTHER IS ORDERED that Respondent's MOTION TO AMEND AND  
SUPPLEMENT RESPONDENT'S BRIEF be, and hereby is, DENIED.

DATED this 26 day of April 2011.

For the Supreme Court

*Stephen W. Kenyon*  
Stephen W. Kenyon, Clerk

cc: Counsel of Record

## AUGMENTATION RECORD

ORDER GRANTING MOTION TO SUPPLEMENT THE RECORD AND DENYING MOTION  
TO SUPPLEMENT RESPONDENT'S BRIEF - Docket No. 37992-2010

# In the Supreme Court of the State of Idaho

LOIS M. BISHOP, personal representative of  
PATRICIA J. SHELTON, deceased,

Plaintiff-Respondent,

v.

R. BRUCE OWENS and JANE DOE  
OWENS, husband and wife, and the marital  
community composed thereof; OWENS &  
CRANDALL, PLLC, a limited liability  
company operating in the State of Idaho; R.  
BRUCE OWENS and JEFFREY J.  
CRANDALL, individually, and in their  
capacities as principals, managers, agents,  
partners, representatives, and employees of  
OWENS & CRANDALL, PLLC,

Defendants-Appellants.

OWENS & CRANDALL, PLLC,

Third-Party Plaintiff,

v.

IDAHO STATE INSURANCE FUND,

Third-Party Defendant.

ORDER GRANTING MOTION TO  
SUPPLEMENT THE RECORD AND  
DENYING MOTION TO SUPPLEMENT  
RESPONDENT'S BRIEF

Supreme Court Docket No. 37992-2010  
Kootenai County No. 2009-3597

Ref. No. 11-203

A MOTION TO SUPPLEMENT THE RECORD AND TO AMEND AND SUPPLEMENT  
RESPONDENT'S BRIEF was filed by counsel for Respondent on March 30, 2011. Thereafter,  
APPELLANTS' RESPONSE TO RESPONDENT'S MOTION TO AUGMENT THE RECORD  
AND SUPPLEMENT RESPONDENT'S BRIEF was filed by counsel for Appellants on April 15,  
2011. Therefore, good cause appearing,

ORDER GRANTING MOTION TO SUPPLEMENT THE RECORD AND DENYING MOTION  
TO SUPPLEMENT RESPONDENT'S BRIEF – Docket No. 37992-2010

Entered on JSt  
2/2/11

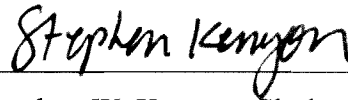
IT HEREBY IS ORDERED that Respondent's MOTION TO SUPPLEMENT THE RECORD be, and hereby is, GRANTED and the augmentation record shall include the document listed below, copies of which accompanied this Motion:

1. Contingent Fee Contract dated December 25, 2007.

IT FURTHER IS ORDERED that Respondent's MOTION TO AMEND AND SUPPLEMENT RESPONDENT'S BRIEF be, and hereby is, DENIED.

DATED this 26 day of April 2011.

For the Supreme Court

A handwritten signature in cursive script, reading "Stephen Kenyon", written over a horizontal line.

Stephen W. Kenyon, Clerk

cc: Counsel of Record

**CONTINGENT FEE CONTRACT**

THIS AGREEMENT made and entered into this 25 day of December, 2007, by and between Thomas J. Vetter, hereinafter called "Client", and OWENS & CRANDALL, PLLC, Attorneys at Law, hereinafter called "Attorneys".

WHEREAS, Client desires attorneys to represent Client's interest in prosecuting client's claim and causes of action arising out of negligent medical/mismanagement occurring on about 10/24/06.

NOW, THEREFORE, it is mutually agreed and understood as follows:

1. Attorneys shall represent Client in said matter and do all things necessary, appropriate, or advisable, in regard thereto, whether the same be by representation in legal proceedings or otherwise.
2. Client agrees to pay Attorneys for professional services thirty-three & one-third percent (33-1/3%) of the gross recovery of any and all funds received in settlement without an action having been filed in any Court; forty percent (40%) of the gross recovery of any and all funds received in settlement or recovered after filing an action in any Court; or forty-five percent (45%) of said sums if said matter is settled upon appeal or following post-verdict proceedings, and said sums payable to Attorneys for professional services are to be a lien upon any sums received in settlement or payment of any said claim, or upon any judgment recovered.
3. Attorneys agree to advance all necessary fees, costs and expenses incidental to handling of said matter. Attorneys shall, however, be reimbursed by Client for any and all costs and expenses incurred by Attorneys for and on behalf of Client in the representation of Client's claim, cause, or causes of action. Said reimbursement shall be deducted from the client's net recovery if sums are collected or received. In the event there is no recovery, Attorneys agree to forfeit all rights to recover any costs advanced.
4. Attorneys agree to accept said percentage of the amount received as aforesaid as full compensation for professional services; and, if there are no sums collected or received in the suit, action, compromise, or settlement of said claim or cause or causes of action, Attorneys agree to make no charge for professional services.
5. As Client, you are entitled to be informed on the progress. We will provide reasonably prompt responses to your inquiries. In the event a telephone call or request is not promptly answered, please assist us with a repeat call. The file and its progress are open to your inspection at any time.



6. It is the intention of Attorneys to represent you within the bounds of the law. Every reasonable effort will be made to handle your case promptly and efficiently according to the prevailing and legal ethical standards. In handling your case, we perform basically two functions: (1) assisting you in the decision-making process by giving legal advice, and (2) implementing the decision that is made by you, the Client. The ultimate decision belongs to you, the Client.

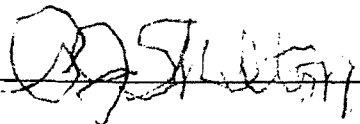
7. Client agrees to furnish attorneys with all information relevant to this matter, to assist and cooperate in negotiations for settlement or in any court action; to sign, acknowledge, and verify all necessary papers, documents, pleadings, or releases in connection with this matter; to be present at all proceedings, when requested, and to produce witnesses; and to use Client's best efforts to further the purpose of the contingent fee arrangement and Client's claims. Client further agrees not to compromise, settle, or offer to compromise or settle this matter in any way without the written consent of Attorneys.

8. Client agrees and hereby authorizes Attorneys to disburse from any funds, any medical liens, doctor's liens, etc. received as hereinabove provided all costs and expenses incurred in relation to Attorneys' services for Client hereunder and in addition thereto, all witness fees and other expenses incurred in the matter, the payment of such expenses to be deducted from Client's percentage of recovery as herein provided.

9. Should it appear to Attorneys at any time that Client's claim does not justify further action, or should Attorneys decide for any reason that the firm cannot represent Client any longer, Attorneys may withdraw as Attorneys for Client after notice to Client. In this event, Attorneys shall receive only a pro-rata share of an ultimate recovery for work done to the date of withdrawal for professional services, but shall be entitled to any and all expenses incurred. Attorneys shall turn over to Client all pertinent papers and data prepared or collected by Attorneys for Client in this matter after expenses are paid in full.

DATED and signed this 25 day of December, 2007

CLIENT(s):

  
\_\_\_\_\_

ATTORNEYS:

  
OWENS & CRANDALL, PLLC  
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